

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

AUTOFORGE, INC.,)	
)	
Plaintiff,)	2:02-cv-01265
v.)	
)	
AMERICAN AXLE & MANUFACTURING, INC. and GENERAL MOTORS CORPORATION,)	Judge McVerry
)	Magistrate Judge Caiazza
)	
Defendants.)	

MEMORANDUM ORDER

On July 25, 2002, this case was referred to United States Magistrate Judge Francis X. Caiazza for pretrial proceedings in accordance with the Magistrates Act, 28 U.S.C. §§636(b)(1)(A) and (B), and Rules 72.1.3 and 72.1.4 of the Local Rules for Magistrates.

On July 7, 2005, the magistrate judge filed a Report and Recommendation (Document No. 67) in which he recommended that the Defendants' Motions for Summary Judgment (Document Nos. 46 and 51) be granted in part and denied in part, as set forth in the Report.

Service of the Report and Recommendation was made on the parties, and the Plaintiff and Defendant, American Axle & Manufacturing, Inc. ("AAM"), filed Objections and Replies to one another's Objections. *See* Document Nos. 68, 69, 70 and 71.

After a *de novo* review of the pleadings and documents filed in the case, together with the Report and Recommendation, the objections and replies thereto, the following Order is entered:

AND NOW, this 15th day of August, 2005, it is **ORDERED, ADJUDGED and DECREED** that the parties' objections are **OVERRULED**,¹ and the Defendants' Motions for Summary Judgment (Document Nos. 46 and 51) are **GRANTED IN PART** and **DENIED IN PART** as delineated in the magistrate judge's Report and Recommendation which is hereby adopted as the opinion of the District Court.

BY THE COURT:

s/ Terrence F. McVerry
United States District Court Judge

¹ To the extent AAM's Objections seek "clarification," none is warranted. Cf. AAM's Objections at 1-2 (questioning whether magistrate judge's Report should be read to "preclude AAM from relying" on purchase order "terms and conditions . . . at the time of trial"). The magistrate judge was charged with, and did, fulfill his duty of explaining why the Defendants' arguments for summary judgment were with or without merit. It is not the Court's function on summary judgment to opine regarding the type or quantum of evidence to be considered at trial. As to the merits of AAM's request, the magistrate judge's analysis would appear to answer most, if not all, of its purported questions. The purchase orders, for example, would have no bearing on the jury's potential conclusion that AAM and Autoforge entered into a completely separate compromise agreement regarding the subject automobile parts. See generally Report and Recommendation at 8-10 (noting AAM agents' admissions that settlement was reached). AAM's request for clarification is denied and said issue may be further addressed through pretrial motions.

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U.S. Magistrate Judge

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